

I. Party Information

Plaintiff(s) (name/address/phone): Roen Ventures, LLC

Defendant(s) (name/address/phone): Medical Marijuana, Inc.

Attorney (name/address/phone):

Erika Pike Turner (NV Bar No. 6454)

Gordon Silver, 3960 Howard Hughes Pkwy., 9<sup>th</sup> Floor

Las Vegas, NV 89169

(702) 796-5555

Attorney (name/address/phone):

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)

☐ Arbitration Requested

Civil Cases

Real Property	Torts	
<div><input type="checkbox"/> <b>Landlord/Tenant</b><div><input type="checkbox"/> Unlawful Detainer</div></div> <div><input type="checkbox"/> <b>Title to Property</b><div><input type="checkbox"/> Foreclosure</div><div><input type="checkbox"/> Liens</div><div><input type="checkbox"/> Quiet Title</div><div><input type="checkbox"/> Specific Performance</div></div> <div><input type="checkbox"/> <b>Condemnation/Eminent Domain</b></div> <div><input type="checkbox"/> <b>Other Real Property</b><div><input type="checkbox"/> Partition</div><div><input type="checkbox"/> Planning/Zoning</div></div>	<div><input type="checkbox"/> <b>Negligence</b><div><input type="checkbox"/> <b>Negligence – Auto</b></div><div><input type="checkbox"/> <b>Negligence – Medical/Dental</b></div><div><input type="checkbox"/> <b>Negligence – Premises Liability</b><div>(Slip/Fall)</div></div><div><input type="checkbox"/> <b>Negligence – Other</b></div></div>	<div><input type="checkbox"/> <b>Product Liability</b><div><input type="checkbox"/> Product Liability/Motor Vehicle</div><div><input type="checkbox"/> Other Torts/Product Liability</div></div> <div><input type="checkbox"/> <b>Intentional Misconduct</b><div><input type="checkbox"/> Torts/Defamation (Libel/Slander)</div><div><input type="checkbox"/> Interfere with Contract Rights</div></div> <div><input type="checkbox"/> <b>Employment Torts</b> (Wrongful termination)</div> <div><input type="checkbox"/> <b>Other Torts</b><div><input type="checkbox"/> Anti-trust</div><div><input type="checkbox"/> Fraud/Misrepresentation</div><div><input type="checkbox"/> Insurance</div><div><input type="checkbox"/> Legal Tort</div><div><input type="checkbox"/> Unfair Competition</div></div>

III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

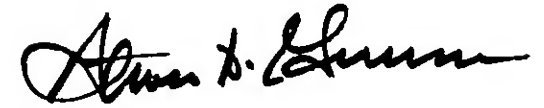
<input type="checkbox"/> NRS Chapters 78-88	<input type="checkbox"/> Investments (NRS 104 Art. 8)	<input type="checkbox"/> Enhanced Case Mgmt/Business
<input type="checkbox"/> Commodities (NRS 90)	<input type="checkbox"/> Deceptive Trade Practices (NRS 598)	<input checked="" type="checkbox"/> Other Business Court Matters
<input checked="" type="checkbox"/> Securities (NRS 90)	<input type="checkbox"/> Trademarks (NRS 600A)	

6/20/14

/s/ Erika Pike Turner

Date

Signature of initiating party or representative



CLERK OF THE COURT

1 **COMP**  
2 GORDON SILVER  
3 ERIKA PIKE TURNER  
4 Nevada Bar No. 6454  
5 Email: eturner@gordonsilver.com  
6 DYLAN T. CICILIANO  
7 Nevada Bar No. 12348  
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9 3960 Howard Hughes Pkwy., 9th Floor  
10 Las Vegas, Nevada 89169  
11 Tel: (702) 796-5555/Fax: (702) 369-2666  
12 Attorneys for Plaintiff

8 **DISTRICT COURT**  
9 **CLARK COUNTY, NEVADA**

10 ROEN VENTURES, LLC,

11 Plaintiff,

12 vs.

13 MEDICAL MARIJUANA, INC., DOE  
14 Individuals I-X; and ROE Entities I-X, inclusive,

15 Defendants.

CASE NO. A-14-702789-B  
DEPT. XXV

**COMPLAINT**

**BUSINESS COURT REQUESTED**

16 COMES NOW Plaintiff ROEN VENTURES, LLC ("Roen"), by and through its counsel,  
17 the law firm of Gordon Silver, and hereby complains and alleges against Defendant MEDICAL  
18 MARIJUANA, INC. ("MJNA"), as follows:

19 **I.**

20 **THE PARTIES, JURSDICTION AND VENUE**

- 21 1. Roen is, and has been since November 2012 a Nevada limited liability company.
- 22 2. Upon information and belief, in May 2005, MJNA was incorporated in Oregon as
- 23 Berkshire Collection, Inc. Upon further information and belief, in April 2009, MJNA changed its
- 24 name from Berkshire Collection, Inc. to MJNA. MJNA is a public company traded in the Over-
- 25 the-Counter ("OTC") Market registered to conduct business in the state of California.
- 26 3. Defendants designated herein as Does and Roe Entities are individuals and legal
- 27 entities that are liable to Roen for the claims set forth herein. In addition to possible alter egos or
- 28 successors-in-interest of MJNA, if discovery should reveal that MJNA's affiliated entities, parent

1 companies, shareholders or otherwise are withholding of money due and owing to Roen or  
2 participating in fraudulent transfers for the purpose of avoiding payment to Roen, those  
3 individuals or entities shall be added as defendants herein. Any transactions and the true  
4 capacities of Does and Roe Entities are presently unknown to Roen and, therefore, Roen sues  
5 said Defendants by such fictitious names. Roen will amend this Complaint to assert the true  
6 names and capacities of such Doe and Roe Entities when more information has been ascertained.

7 **II.**

8 **GENERAL ALLEGATIONS**

9 4. Between December 17, 2012 and January 23, 2013, Roen made loans to MJNA,  
10 repayment of which was governed by convertible promissory notes (the "Convertible Promissory  
11 Notes"). (See Convertible Promissory Notes, attached hereto as **Exhibit "1"**).

12 5. Pursuant to the Convertible Promissory Notes, upon election, Roen could demand  
13 that all amounts owing under the Convertible Promissory Notes be converted to MJNA's  
14 unrestricted common share stock (the "Notice of Election"). Within three (3) days of the Notice  
15 of Election, MJNA was to issue to Roen an amount of MJNA's unrestricted common share stock  
16 equivalent in value to the amount owing pursuant to the conversion rate found in the Convertible  
17 Promissory Notes.

18 6. On March 31, 2014, Roen made its Notice of Election to convert an aggregate  
19 amount owed under the Convertible Promissory Notes of \$1,951,681.55, including outstanding  
20 principal plus accrued but unpaid interest, into 62,335,118 shares of MJNA's unrestricted  
21 common share stock.

22 7. Despite repeated demands, MJNA has failed to issue to Roen any unrestricted  
23 common share stock pursuant to the Notice of Election and has failed to pay those amounts due  
24 and owing under the Convertible Promissory Notes.

25 8. Since Roen's Notice of Election, MJNA's common share stock has decreased in  
26 value.

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III.

CLAIMS FOR RELIEF  
FIRST CLAIM FOR RELIEF  
(Breach of Contract)

9. Roen repeats and re-alleges each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

10. The Convertible Promissory Notes are valid binding contracts upon Roen and MJNA.

11. Roen performed its obligations due and owing under the Convertible Promissory Notes (to wit: funding of the loan disbursements).

12. MJNA has failed to pay amounts due and owing under the Convertible Promissory Notes.

13. Upon Roen's Notice of Election, MJNA failed to provide Roen with shares of MJNA unrestricted common share stock.

14. As a direct and proximate result of MJNA's breach, Roen has been damaged in a substantial sum, in excess of \$10,000.00.

15. MJNA's refusal to perform under the Convertible Promissory Notes have required Roen to employ an attorney for redress, entitling it to recover its reasonable attorney's fees and costs of suit herein as an element of its damages.

SECOND CLAIM FOR RELIEF  
(Specific Performance/Declaratory Relief)

16. Roen repeats and re-alleges each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

17. The Uniform Declaratory Relief Act provides authority to the Court to construe contracts and declare the rights of the parties thereunder.

18. A justiciable controversy exists between the parties to the Convertible Promissory Notes, as Roen has provided Notice of Election and MJNA has failed and/or refused to convert the debt to equity as demanded.

19. Roen is entitled to specific performance by MJNA of the terms, conditions and

1 provisions of the Convertible Promissory Notes, under which Roen is entitled to have issued to it  
2 shares of MJNA unrestricted common share stock in an amount equivalent to that due and owing  
3 under the Convertible Promissory Notes.

4 20. Roen seeks an Order from the Court mandating the immediate issuance of MJNA  
5 unrestricted common share stock in an amount equivalent to the amounts owed under the  
6 Convertible Promissory Notes.

7 21. MJNA's failure to issue to Roen MJNA unrestricted common share stock has  
8 caused Roen to suffer immediate harm in the form of lost business opportunities and profits.

9 22. Roen has been forced to retain an attorney to prosecute its claims against MJNA,  
10 and is therefore entitled to an award of its attorney's fees and costs incurred herein.

11 WHEREFORE, Roen prays for relief as follows

12 1. For damages against MJNA, in an amount in excess of \$10,000.00, with a specific  
13 amount to be determined at the time of trial;

14 2. For an Order mandating the immediate issuance of MJNA unrestricted common  
15 share stock;

16 3. For an award of reasonable attorneys' fees as special damages;

17 4. For pre-judgment and post-judgment interest at the statutory rate of interest;

18 5. For an award of costs; and

19 6. For such other and further relief that the Court deems just and proper.

20 Dated this 20<sup>th</sup> day of June, 2014.

21 GORDON SILVER

22   
23 ERIKA PIKE TURNER

24 Nevada Bar No. 6454

25 DYLAN T. CICILIANO

26 Nevada Bar No. 12348

27 3960 Howard Hughes Pkwy., 9th Floor

28 Las Vegas, Nevada 89169

(702) 796-5555

Attorneys for Plaintiff

# **EXHIBIT 1**



The securities represented by this Note or issuable upon its conversion have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred, pledged, hypothecated, or otherwise disposed of in the absence of (i) an effective registration statement for such securities under such act or (ii) an opinion of company counsel that such registration is not required

CONVERTIBLE PROMISSORY NOTE  
\$400,000

December 17, 2012

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is acknowledged hereby, the undersigned, Medical Marijuana Inc., 2665 Ariane Dr. Ste 207, San Diego, CA 92117 ("Borrower"), hereby promises to pay to the order of Roen Ventures, LLC (the "Lender"), an individual located at 1666 Garnet Avenue #223, San Diego, CA 92109, in lawful money of the United States of America, the principal sum of Four Hundred Thousand Dollars (\$400,000) ("Principal") on or before April 30, 2013. Interest shall be calculated at a rate of twenty percent (20%) ("Interest") payable monthly on Principal balance.

Payment under this Note shall be made at the Lender's address set forth above, or such other address as may be designated by the Lender or his legal representative in a written notice delivered to the Borrower. This Note may be pre-paid in whole or in part at any time without penalty.

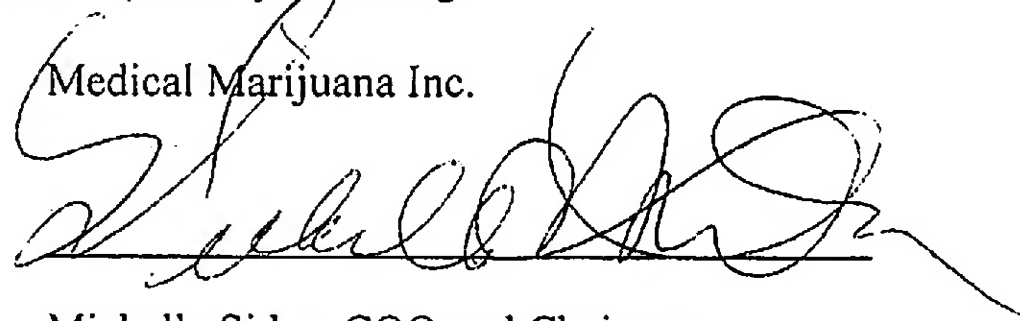
Upon any failure to pay the Principal or Interest when due under this Note default interest shall accrue and be payable on the on the amount then due at the rate of ten percent (10%) per month (or, if lower, the maximum rate permitted by law) until the obligation of the Borrower with respect to such payment has been discharged.

The Lender shall have the sole right, but not the obligation, to convert any or all of the Principal and/or Interest into Borrower stock at a cost per share of \$.03. In the event Lender elects to convert, the certificate shall be tendered to Lender within three (3) business days from notification of election.

The parties understand that the Note is not registered under the Securities Act of 1933 (the "1933 Act") because the issuance and sale of the Note or the stock is intended to be exempt from registration under as a private transaction under Regulation D promulgated under the 1933 Act.

This Note shall be governed by and construed in accordance with the laws of the State of California. The Borrower hereby waives presentment of this Note for payment, demand, notice of dishonor, protest and notice of protest. The Borrower shall pay all reasonable costs and expenses incurred by the holder of this Note in any proceeding instituted to enforce the payment thereof, including attorney's fees, provided the holder of this Note is wholly or partially successful in any such proceeding.

Medical Marijuana Inc.

A handwritten signature in black ink, appearing to read 'Michelle Sides', is written over a horizontal line.

Michelle Sides, COO and Chairman

The securities represented by this Note or issuable upon its conversion have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred, pledged, hypothecated, or otherwise disposed of in the absence of (i) an effective registration statement for such securities under such act or (ii) an opinion of company counsel that such registration is not required

CONVERTIBLE PROMISSORY NOTE  
\$80,750.00

January 9, 2013

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is acknowledged hereby, the undersigned, Medical Marijuana Inc., 2665 Ariane Dr. Ste 207, San Diego, CA 92117 ("Borrower"), hereby promises to pay to the order of Roen Ventures, LLC (the "Lender"), an individual located at 2688 S. Rainbow Blvd, Suite B, Las Vegas, NV 89146, in lawful money of the United States of America, the principal sum of Eighty Thousand Seven Hundred Fifty Dollars (\$80,750) ("Principal") on or before January 8, 2014. Interest shall be calculated at a rate of twenty percent (20%) ("Interest") payable monthly on Principal balance.

Payment under this Note shall be made at the Lender's address set forth above, or such other address as may be designated by the Lender or his legal representative in a written notice delivered to the Borrower. This Note may be pre-paid in whole or in part at any time without penalty.

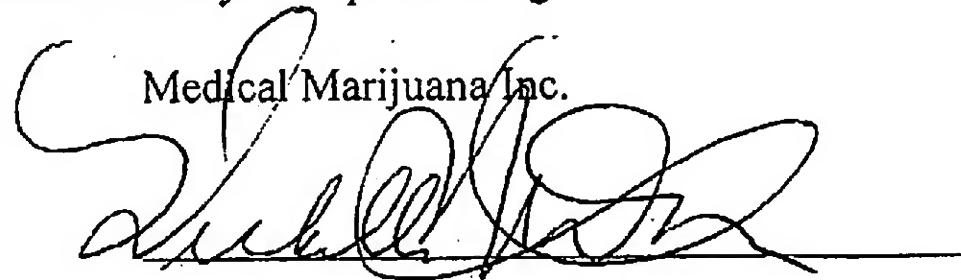
Upon any failure to pay the Principal or Interest when due under this Note default interest shall accrue and be payable on the amount then due at the rate of ten percent (10%) per month (or, if lower, the maximum rate permitted by law) until the obligation of the Borrower with respect to such payment has been discharged.

The Lender shall have the sole right, but not the obligation, to convert any or all of the Principal and/or Interest into Borrower stock at a cost per share of \$.09 or the lesser of a proceeding five (5) day average based on market close as of the date of conversion. In the event Lender elects to convert, the certificate shall be tendered to Lender within three (3) business days from notification of election.

The parties understand that the Note is not registered under the Securities Act of 1933 (the "1933 Act") because the issuance and sale of the Note or the stock is intended to be exempt from registration under as a private transaction under Regulation D promulgated under the 1933 Act.

This Note shall be governed by and construed in accordance with the laws of the State of California. The Borrower hereby waives presentment of this Note for payment, demand, notice of dishonor, protest and notice of protest. The Borrower shall pay all reasonable costs and expenses incurred by the holder of this Note in any proceeding instituted to enforce the payment thereof, including attorney's fees, provided the holder of this Note is wholly or partially successful in any such proceeding.

Medical Marijuana Inc.

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Michelle Sides, COO and Chairman



The securities represented by this Note or issuable upon its conversion have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred, pledged, hypothecated, or otherwise disposed of in the absence of (i) an effective registration statement for such securities under such act or (ii) an opinion of company counsel that such registration is not required

CONVERTIBLE PROMISSORY NOTE  
\$500,000

January 23, 2013

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is acknowledged hereby, the undersigned, Medical Marijuana Inc., 2665 Ariane Dr. Ste 207, San Diego, CA 92117 ("Borrower"), hereby promises to pay to the order of Roen Ventures, LLC (the "Lender"), an individual located at 1666 Garnet Avenue #223, San Diego, CA 92109, in lawful money of the United States of America, the principal sum of Five Hundred Thousand Dollars (\$500,000) ("Principal") on or before May 30, 2013. Interest shall be calculated at a rate of twenty percent (20%) ("Interest") payable monthly on Principal balance.

Payment under this Note shall be made at the Lender's address set forth above, or such other address as may be designated by the Lender or his legal representative in a written notice delivered to the Borrower. This Note may be pre-paid in whole or in part at any time without penalty.

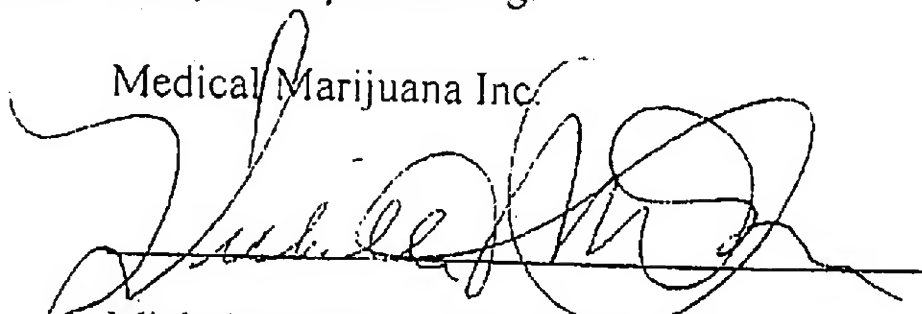
Upon any failure to pay the Principal or Interest when due under this Note default interest shall accrue and be payable on the on the amount then due at the rate of ten percent (10%) per month (or, if lower, the maximum rate permitted by law) until the obligation of the Borrower with respect to such payment has been discharged.

The Lender shall have the sole right, but not the obligation, to convert any or all of the Principal and/or Interest into Borrower stock at a cost per share of \$.03. In the event Lender elects to convert, the certificate shall be tendered to Lender within three (3) business days from notification of election.

The parties understand that the Note is not registered under the Securities Act of 1933 (the "1933 Act") because the issuance and sale of the Note or the stock is intended to be exempt from registration under as a private transaction under Regulation D promulgated under the 1933 Act.

This Note shall be governed by and construed in accordance with the laws of the State of California. The Borrower hereby waives presentment of this Note for payment, demand, notice of dishonor, protest and notice of protest. The Borrower shall pay all reasonable costs and expenses incurred by the holder of this Note in any proceeding instituted to enforce the payment thereof, including attorney's fees, provided the holder of this Note is wholly or partially successful in any such proceeding.

Medical Marijuana Inc.



Michelle Sides, COO and Chairman